



NORTHLAND POLYTECHNIC LTD

**ALLIED STAFF
COLLECTIVE EMPLOYMENT AGREEMENT**



**TERTIARY INSTITUTES ALLIED STAFF
ASSOCIATION**

1st April 2022 to 31st December 2022

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PART 1 - COVERAGE AND APPLICATION OF AGREEMENT

~~This Agreement comes into force on the 1st April 2020 and shall continue in force until the 31st March 2022.~~

~~1.0 Coverage~~

~~1.1 This Collective Employment Agreement is made under the Employment Relations Act 2000 between:~~

~~The Chief Executive (Te Ahurei) of NORTHLAND POLYTECHNIC LTD (Employer)~~

~~AND~~

~~The Tertiary Institutes Allied Staff Association (TIASA) the (Union)~~

~~1.2 This agreement shall apply to and be binding on:~~

~~a) The parties to this Agreement; and~~

~~b) Subject to clause 1.3, those employees who are employed in positions that have traditionally been viewed as allied staff positions. These include Administration, Financial Services, Secretarial and Clerical, IT/Computing, Marketing (including Public Relations and Liaison), Library, Learning Resources, Technician, Human Resources, Payroll, Cafeteria, Assets, Facilities Maintenance, Student Recruitment, Support and Advisory, Learning Advisors, Telephone, and Counselling. Included are Supervisory and Management positions in the traditional areas specified above excepting those excluded in terms of clause 1.3 below.~~

~~1.3 Excluded from cover of this agreement are those staff appointed to positions designated as senior positions in terms of section 74D of the State Sector Act 1988.~~

~~1.4 Any employee covered by this agreement who is subsequently offered and accepts an individual employment agreement for senior staff (being the holder of a position designated a senior position in terms of Section 74D of the State Sector Act 1988) shall cease to be a party to this agreement.~~

~~1.5 In the case of New Employees who are employed in positions covered by this agreement as provided in clauses 1.2, 1.3 and 1.4, the Employer will:~~

~~1.5.1 Inform the Employee that this agreement exist and covers the work to be done by the Employee; and~~

~~1.5.2 Provide the Employee with a copy of this agreement; and~~

~~1.5.3 Inform the Employee that she/he may join TIASA who will be advised of their employment and advise the employee how to contact TIASA; and~~

~~1.5.4 Clause 1.5 is subject to the law prevailing at the time and will be withdrawn should the ERA be repealed or significantly amended during the term of this Agreement.~~

~~1.6 Variation of the Agreement~~

~~The employer and employees acknowledge that circumstances may arise during the term of this Agreement that warrant variation of this Agreement with respect to either all employees or any number of employees covered by this Agreement.~~

~~The employer undertakes to inform the employee(s) of the right to contact TIASA.~~

~~The employer shall provide TIASA with a copy of any proposal by the employer prior to agreement with the employee being finalised.~~

~~The parties have agreed that this Agreement may be varied during its term by agreement between the employer and the employees directly affected by the proposed variation. Such variation shall only have application to the employees who have agreed in writing to the varied terms. Other employees shall continue to be covered by the original provisions of this Agreement.~~

1.7 Passing On

~~If required by prevailing law the parties agree that no condition or benefit obtained in these negotiations by the union shall be automatically awarded or passed on to any non-union employee.~~

1.8 Savings Clause

~~Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any worker employed under this Agreement.~~

PART 2 – DEFINITIONS

“Employer” means the chief executive of the institution named as the employer party to this agreement, or any manager acting with his/her delegated authority.

“Polytechnic” means polytechnics, institutes of technology, technical institutes and community colleges, and any corporation, trust or enterprise established by the Employer or the Governing Body of the Employer party to this Agreement.

“Employee” means a person employed in terms of clause 1 of this agreement.

“Full-time employee” means an employee who undertakes the duties of a position for the normal hours of work (i.e. 37.5 hours per week).

“Part-time employee or proportional” means an employee who undertakes the duties of a position of less than the normal hours of work (i.e. 37.5 hours per week).

“Fixed term” means an employee engaged in a defined task or project of a temporary nature including acting in a relieving capacity.

“Grade” means a division of a salary scale in respect of which a particular salary or range of salaries is payable.

“Union” means the Tertiary Institutes Allied Staff Association (TIASA).

2.1 Service for Leave Purposes

For the purposes of clauses 6.1, 6.2.3 and 4.4, the following definitions apply:

- 2.1.1 **“Service”** In the case of employees engaged by the employer as at the commencement date of this Agreement, service shall be deemed to include all prior service as defined in clause 15 “Service for Leave Purposes” in the former New Zealand Polytechnic Allied Staff Award (document 152).

In the case of employees engaged after the commencement date of this Agreement, service shall mean continuous service within the polytechnic sector.

- 2.1.2 **“Continuous service”**, for the purpose of the provisions for long service leave shall not include any period of less than six months’ unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.

- 2.1.3 The term **“week”** means:

(a) five working days in the case of an employee who usually works five days in each week;

(b) five and a half working days in the case of an employee who usually works five and a half days a week; or

(c) six working days in the case of an employee who usually works six days in each week.

- 2.1.4 **Leave “year”** means a year ending on 30 November except in the case of a new employee for whom it means the first anniversary date of appointment.

- 2.1.5 In any instance where an employee has received a benefit for severance or early retirement under a State Permanent Staff Deployment Package such employment, which has been taken account of in calculating the benefit, shall not be credited for “service” in any of the provisions of this clause.

PART 3 - TERMS OF EMPLOYMENT

3.1 Trial and notice periods

- ~~3.1.1 At the discretion of the employer, every person (other than a fixed term appointee) who is first appointed, or reappointed after a break of employment from the polytechnic may be required to undergo a trial period of up to three months.~~
- ~~3.1.2 The employer may in individual cases for good reason extend the period of trial for a specified period of no more than three months, by notice in writing to the employee.~~
- ~~3.1.3 Employees on trial will continue to be employed on trial until their appointment to the polytechnic is formally confirmed or terminated.~~
- ~~3.1.4 If no such formal action is taken within two weeks of the trial period (including any extension) expiring, appointment to the polytechnic is automatically confirmed.~~
- 3.1.5 Except as provided in (3.1.6) below, no employee shall terminate their employment or have their employment terminated by the employer without at least two months' notice in writing, unless some lesser period has been mutually agreed.
- ~~3.1.6 For all employees on trial two weeks' notice of termination of employment shall be given by either party.~~
- 3.1.7 The employer may, before the expiration of any notice given under sub-clauses (3.1.5) and (3.1.6) of this clause, and with the employee's consent pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- 3.1.8 Nothing in (3.1.5) and (3.1.6) above shall preclude the employer from summarily dismissing an employee for serious misconduct. In every case an employee will be provided with written notice of the reason(s) for dismissal.

3.2 Payment of Salaries

- 3.2.1 All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period.
- 3.2.2 All salaries shall be paid by direct credit to an employee nominated account.

PART 4 - REMUNERATION

4.1 Salaries

- 4.1.1 Rates of annual salaries to be paid to employees are listed in Schedule A of this agreement.
- 4.1.2 An employee, appointed into a role for the first time prior to 1st October of the preceding year, who is being paid below Step 5 of the grade appropriate to their role, shall move to the next salary step above on 1st April.
- 4.1.3 Progression to Steps 6 and 7 will occur where, as a result of an individual's annual performance review, their Line Manager has recommended such and, the Chief Executive approves. The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s).
- 4.1.4 The employer may allow additional or accelerated salary steps.
- 4.1.5 A profile of salaries paid to Employees under this Collective Agreement shall be made available to TIASA on request, at the end of each financial year.

4.2 Overtime and Penal Time

4.2.1 The following conditions apply to all staff except for Library staff:

- (a) "Overtime" is the time worked as follows:
- Monday-Friday: all hours worked after completing seven hours 30 minutes at ordinary time rate for the day. Saturday, Sunday or whole holiday: all time worked.
- (b) Minimum break between spells of duty - "Ordinary work" means work during the hours, which are normally paid at ordinary time rate for the day.
- "Nine hour break" means a period off duty of nine consecutive hours.
- "Unbroken work" means ordinary work, which is separated from the preceding period of ordinary work by less than a nine hour break.
- (c) Wherever practicable, no employee shall be required to perform unbroken work.
- (d) If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime which precedes it.
- (e) Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.
- (f) Overtime and Time in Lieu: All overtime must be authorised in advance by the appropriate Manager. Employees shall be compensated for authorised overtime by one of the following options, which must be agreed with the employee when the overtime is authorised.
- (i) time off in lieu of one hour off for each hour worked; or
- (ii) the payment of all overtime hours at the appropriate overtime rates (as per Clause 4.2.1(i))
- (g) Where time off in lieu is taken, it must be at times convenient to the Polytechnic operation and arranged in advance.
- (h) Time off in lieu may be accumulated to a maximum of 37.5 hours. If the time in lieu is not able to be taken within 6 months of accumulation, it shall be paid for at time and a half. Provided however, employees to whom Clause 4.2.2(i) applies will be entitled to time in lieu only i.e., such time in lieu will not be paid out.
- (i) Overtime rates : Subject to the provisions of 4.2.1(b) and 4.2.1(f) above and 4.2.1(h) below, overtime shall be paid at the rate of time one and a half (T1 1/2) for the first three hours and double time (T2) thereafter, except the double time (T2) shall be paid for all overtime worked as follows:
- (i) between 9 p.m. and 6 a.m.;
- (ii) between midday Saturday and 6 a.m. on Monday; and
- (iii) on public holidays as defined in clause 6.2.

For the purposes of calculating the hourly rate, annual salary shall be divided by **1955**

- (j) An employee required to work overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

The following limits shall apply:

- (i) limit on salary eligibility: An employee in receipt of the following salary (including higher duties allowance) or more, is not entitled to overtime payments:

The parties recognise that the following limits are for managerial checking in regard to workloads and should not be utilised to limit an employee's ability to work overtime

\$57,204 per annum increasing to \$58,062 per annum with effect from 1st April 2021.

4.2.2 The following conditions shall apply only to Library Staff:

- (a) Overtime and penal time: Subject to the provisions of 4.2.2(b) below, overtime is time worked in excess of eight hours a day, Monday to Friday inclusive, and all time, other than penal time, worked on a Saturday, Sunday or service holiday when such work has been properly authorised.
- (b) Penal time is time (other than overtime), worked within ordinary weekly hours of work on a Saturday, Sunday or recognised holiday.
- (c) Overtime rates:

Subject to the provisions of 4.2.2(i) below and 4.2.2(d) to 4.2.2(g) below, overtime shall be paid at the rate of time one and a half (T1 1/2) for the first three hours and double time (T2) thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

 - (i) between 9 p.m. and 6 a.m.;
 - (ii) between midday Saturday and 6 a.m. Monday;
 - (iii) on service holidays.
- (d) An employee required to work overtime on Saturday, Sunday or recognised holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- (e) By mutual agreement time off on the basis of one hour for each hour worked may be granted in lieu of payment at the overtime rate prescribed in this clause.
- (f) Time off in lieu of overtime shall be taken at a time mutually convenient to the employee and employer.
- (g) When overtime is worked, it shall be so arranged that an employee has a break of at least nine consecutive hours between the cessation of duty on one day and the commencement of duty on the next. Any normal hours not worked for the purposes of allowing an employee a nine hour break shall be paid as if they had been worked. If an employee is directed to recommence work without having had such a nine hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine hour break has been given.
- (h) Penal rates: Subject to the provision of 4.2.2(i) below, penal time shall be paid at the following rates in addition to normal salary:
 - (i) On or after midnight Friday/Saturday to midday Saturday at time half (T1/2), for the first three hours, then time one (T1), thereafter.
 - (ii) Midday Saturday to midnight Sunday/Monday at time one (T1).
 - (iii) Service holidays: double time rate (T2).

NOTE: Penal rates for Library staff will be grand parented for staff employed by the Polytechnic in a permanent capacity prior to 30 September 2001. All Library staff appointed on or after the 1 October 2001 will not be paid penal rates in terms of this clause.

- (i) Limits on payment for overtime and penal time: The provisions of 4.2.1(h) in this clause shall apply except that overtime and penal rates shall not be paid in respect of the same hours. Overtime and penal time shall not be paid for at rates higher than appropriate to the work being performed.
- (j) Night rate:
 - (i) Subject to the provisions of (ii) below, full time and part time employees working at night, who receive no other special compensation specifically for this work, are to be paid a penal rate of T1/4 additional to salary for all ordinary hours of work between the hours of 8 p.m. to 6 a.m. (including weekends). Penal rates will be additional to night rate but will be calculated on the ordinary time hourly rate.
 - (ii) The minimum payment for night rate shall be two hours even if the part of a shift which falls between the hours of 8 p.m. and 6 a.m. is less than two hours.
- (k) Night rate allowance: The maximum hourly rate shall be \$5.00.

4.3 Call Back

- 4.3.1 Subject to the provisions of 4.3.2 and 4.3.3 below, where an employee is called back to work after:
- (a) Completing the day's work; and
 - (b) Leaving the place of employment; or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 4.3.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 4.3.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

4.4 Payment of Taxable Extra Payment as Holiday Pay

- 4.4.1 For the purpose of this Clause:

"Calculation year" means the 26 pay periods (or in some years 27 pay periods) falling between 1 October and 30 September as advised annually.

"Ordinary pay" means the amount of pay that an employee would be entitled to if the annual leave has been taken during the last pay period of the calculation year. Taxable allowances paid with annual leave are therefore included.

"Taxable earnings" means the total taxable earnings received during the calculation year except the following:

- (a) The portion of any arrears of salary, wages or allowance payments, which relate to a previous calculation year;
- (b) any non-payable taxable allowances e.g. free accommodation;
- (c) salary, wages and regular taxable allowances paid during absences because of sickness or injury for a complete week at a time. The absence must be for a minimum of five successive working days. Broken periods do not count and are not aggregated; and
- (d) Lump sum payments made in lieu of retiring leave.

"Average taxable earnings" means the amount of taxable earnings divided by the number of weeks in a calculation year for which an employee was employed, except for complete weeks of absence for illness or injury.

- 4.4.2 When an employee regularly has earnings greater than ordinary time as a result of overtime, higher duties allowance (or similar payment) the employer shall pay the difference between average annual taxable earnings and ordinary pay, multiplied by the number of weeks of annual leave entitlement, as holiday pay.
- 4.4.3 An employee who ceases employment during the calculation year is entitled to any holiday pay due with the final salary payment. Any person employed for less than three weeks in a calculation year is not entitled to an extra payment. Part-time employees may qualify for extra payment if overtime, etc., is worked. Ordinary pay is to be calculated on the basis of average ordinary hours worked.

PART 5 - HOURS OF WORK

5.1 The following provisions shall apply to all staff except for Cafeteria Staff:

- 5.1.1 Subject to the provisions of sub-clauses 5.1.3 to 5.1.9 below, to the public holiday provisions in Clause 6.2 and authorised leave of absence, an employee shall normally observe the following ordinary hours of work:
37 hours 30 minutes per week, 7.5 hours per day, to be worked between 7 a.m. and 9 p.m. (5 a.m. and 9 p.m. for Cafeteria Staff) on five consecutive days, Monday to Saturday.
- 5.1.2 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.
- 5.1.3 Changes in hours of work:
- (a) No existing employee covered by this Agreement and employed by the polytechnic at 29 May 1991 shall be required to carry out Saturday work other than by agreement.
 - (b) Employees employed pursuant to the terms of this Agreement at 29 May 1991 shall not have their existing hours of work altered other than by agreement between employee and employer.
- 5.1.4 Any work to be undertaken on a Saturday shall in the first instance with two weeks' notice be offered to any employee undertaking the same or similar work.
Any Library staff member who, as at 20th March 2014, has not been involved in Saturday working, will not be required to do so unless by agreement.
The union shall be given the opportunity to consult with the employer with regard to Saturday work arrangements. Such consultation may include consideration of changes in work patterns or job functions, which may arise from the introduction of Saturday work.
- 5.1.5 Subject to the provisions of 5.1.7 below, an employee on Scale A may be required temporarily to start and/or finish ordinary hours of work outside the hours specified in 5.1.1 above.
- 5.1.6 Subject to clause 5.1.5, each employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.1.7 All ordinary hours worked outside those specified in 5.1.1 and 5.1.2 above shall be paid at the rate of T1 1/2 for the first three hours and T2 thereafter.
- 5.1.8 An employee shall be allowed two rest breaks of 10 minutes each day, in the morning, afternoon or evening at times specified by the employee's controlling officer.
- 5.1.9 The employer may from time to time and by agreement with the Union concerned adopt a system of flexible working hours.

5.2 The following conditions shall apply to Cafeteria Staff:

- 5.3.1 Commencing and finishing times of workers shall be decided on appointment by the appointing officer and may be varied from time to time (between 5 a.m. and 9 p.m.). As much notice as is practicable of any variation of the times will be advised to the employee.
- 5.3.2 The ordinary hours of work shall not exceed seven hours 30 minutes on any one day or 37 hours 30 minutes in any week except that where employees are rostered the ordinary hours of work shall be organised so as to not exceed an average of 37 hours 30 minutes per week calculated over the full roster cycle.

- 5.3.3 Duty rosters shall be arranged by the Employer so that the rostered days off in each week shall be consecutive wherever possible; and notice of the rosters showing days off for each employee shall be advised to the staff concerned at least five days before the first duty day to which the roster applied.
- 5.3.4 Employees shall have the privilege of changing shifts one with another, providing that the sanction of the officer in charge is obtained, and that such change does not involve the payment of additional overtime or other penalties.
- 5.3.5 A rest period of ten minutes shall be allowed where more than two hours of continuous ordinary time are worked at any one time.

PART 6 – LEAVE PROVISIONS

6.1 Annual Leave

- 6.1.1 Subject to the provisions of 6.1.2 and 6.1.3 below, an employee shall be granted, on appointment, four weeks annual leave in that and succeeding leave years.
- 6.1.2 Leave year means a year ending on 30 November, except in the employee's first year of service.

6.2 Public Holidays

- 6.2.1 The following days shall be observed as public holidays:

Christmas Day
Boxing Day
New Year's Day
The Day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
Anzac Day
Sovereigns Birthday
Labour Day
Anniversary Day

- 6.2.2 In the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the public holiday shall be observed on the succeeding Tuesday.
- 6.2.3 Any employee who may be required to work on any whole holiday or substituted succeeding day, set out in Clause 6, shall be paid overtime in accordance with the provision of Clause 4 and an equivalent whole holiday entitlement shall be taken in lieu in accordance with the Holidays Act 1983

6.3 Northland Polytechnic Leave

- 6.3.1 The non-public holidays between Christmas and New Year are additional paid leave.
- 6.3.2 The Tuesday after Easter shall be paid as an institute holiday.
- 6.3.3 Subject to utilising the full annual leave entitlement stipulated in 6.1.1 above an employee shall be granted an additional 2 days paid Union Leave per annum. If both the Annual Leave and Union leave are not taken, in full, by the end of the leave year the Union Leave will be forfeited unless the inability to take the full allocation of leave is as a direct result of the individuals workloads and NorthTec's prior agreement is confirmed in writing to carry this over to the flowing leave year. Agreement will not be unreasonably withheld. Union Leave, does not at any stage, attract a "cashed up value", cannot be sold and will not be "paid out" in the event of the departure of the member of staff from NorthTec's employment.

6.4 Holidays Falling During Leave or Time Off

- 6.4.1 Leave on Pay: Where a holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave taken after the employee has ceased to work prior to leaving the service, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.
- 6.4.2 Leave without Pay: An employee shall not be entitled to payment for a whole holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This applies to both sick and military leave without pay.
- 6.4.3 Leave on reduced Pay: An employee shall not be paid at ordinary time rate for a whole holiday falling during a period of reduced pay.

6.5 Sick Leave

The following provisions relating to sick leave will apply:

6.5.1 Sick Leave Entitlement

- (a) Each employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the employee's service.
- (b) All employees appointed on or after 1 January 2005 will be entitled to 10 days' sick leave on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 50 increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during his/her service.
- (d) Employees appointed before 1 January 2005
 - (i) Those employees with accrued sick leave in excess of 260 days as at 1 January 2005 will retain their current entitlement.
 - (ii) Those employees with accrued sick leave of less than 260 days as at 1 January 2005 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.5.1(c).
 - (iii) Those employees who have no accrued sick leave as at 1 January 2005 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with 6.5.1(c).
- (e) Any statutory or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in (c) and (d) above, in anticipation of future entitlements.
- (g) A full-time employee who works five days a week will have a maximum of five days' sick leave deducted for a week of absence.
- (h) The employer may require the employee to produce a medical certificate for absences of any duration however where this is required for periods of less than five days absence the Employer will:
 - Meet the reasonable costs charged by the medical practitioner relating to the issue of the medical certificate.
 - Advise the employee prior to the first day of absence that a medical certificate will be required for an absence of less than 5 days, and of the reasons why this is required.
 - This Clause will only be exercised where concerns relating to the volume and frequency of absence have previously been brought to the attention of the employee and TIASA.

- (i) TIASA members covered by this agreement may elect to use one day of their sick leave entitlement in each calendar year as a "Wellness day". For this day to be approved the employee must advise their manager within 30 minutes of their scheduled starting time that the day is to be a wellness day

6.6 Bereavement / Tangihanga Leave For Death in New Zealand or Overseas

- 6.6.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be as provided within the Holidays Act 2003 and as may be amended.
- 6.6.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 6.4.1 above. This provision will not apply if the employee is on leave without pay.

6.7 Parental Leave

- 6.7.1 Parental leave will be granted in terms of the provisions of the Parental Leave and Employment Protection Act 1987 as amended or replaced from time to time.
- 6.7.2 In addition to the provisions of the legislation described above, a woman who has been employed for at least twelve months at the polytechnic and becomes eligible for parental leave (granted as leave without pay), such employee's will become eligible to receive a grant from the polytechnic.
- 6.7.3 Where an employee, who qualifies in terms of 6.7.2, is entitled to parental leave of up to 12 months returns to duty before or at the expiration of the leave, she qualifies for a payment equivalent to 6 weeks leave on pay. Such payment will be bonded for three months and the appropriate proportion equivalent to the unworked period will be recoverable by the Polytechnic should the employee terminate their service with the Institute during this period.
- 6.7.4 An employee who is absent on parental leave for less than six weeks will receive that proportion of the payment provided in 6.7.2 above which her absence represents to 6 weeks.
- 6.7.5 Subject to the provisions of 6.7.2 to 6.7.4 above, parental leave may be granted for each birth that occurs whilst the employee is employed in the Polytechnic. It is not to be granted as sick leave on pay or sick leave without pay. Annual leave due will not be required to be taken before the employee proceeds on parental leave but may be held over and taken when the employee returns to work. An application for parental leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.
- 6.7.6 An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

6.8 Special Leave

An employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.

6.9 Long Service Leave

- 6.9.1 Subject to the provisions of 6.9.2 to 6.9.8 below, an employee shall on the completion of 10 years' continuous service be granted two weeks' long service leave with full pay. At the completion of 15 years' continuous service, the employee shall be granted one further entitlement to long service leave of one week on full pay and a further one week on full pay after 20 years'.
- 6.9.2 Each long service leave entitlement shall be taken in a single period.
- 6.9.3 Subject to the provisions of 6.9.4 below, long service leave shall be forfeited if not taken within five years of the completion of 20 years' continuous service, or before the date the employee relinquishes office
- 6.9.4 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.
- 6.9.5 An employee who is working reduced hours or is employed part-time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.
- 6.9.6 If an employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the long service leave shall not be forfeited but paid to the employees spouse (including partner) or estate along with any final pay and accrued annual leave balance.
- 6.9.7 When an employee resigns or gives notice of resignation any long service leave to which there would otherwise have been entitlement is to be forfeited.
- 6.9.8 Notwithstanding any other provision of this clause, an employee who is entitled in each year to receive more than four weeks' annual leave shall not qualify for long service leave.

6.10 Retiring Leave

- 6.10.1 The following shall be entitled to retiring leave as set out in Schedule B. Retiring leave shall be calculated on a pro rata basis according to the employee's record of service
- 6.10.2 Full-time employees who have attained the age of 60 years and completed at least 10 years' service; or
- 6.10.3 Full-time employees who have established eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of 65 working days where the length of service does not exceed 25 years, and retirement leave in accordance with Schedule B otherwise.
- 6.10.4 North Tec may approve the early retirement of an employee who has attained the age of 50 with 10 years' service
- 6.10.4 For employees whose services are dispensed with through no fault of their own, before reaching retiring age, the employer will consider granting retiring leave in accordance with this table:

Qualification Required	Retiring Leave (working days)
Completion of 15 years' service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

- 6.10.5 Instead of granting retirement leave as above, an employer may, on application from the employee, pay a lump sum equivalent in value to that leave.
- 6.10.6 An employee who has more than 20 years' continuous service, or is eligible for retirement leave in accordance with section 6.10 shall be entitled to anticipate retiring leave in terms of Schedule B.
- 6.10.7 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependents or the estate of the deceased employee.

6.11 Resigning Leave

- 6.11.1 Resigning leave, as set out in Schedule B, may be granted to full-time employees who have not reached their retiring age.
- 6.11.2 The amount of resigning leave granted to any person shall be reduced by the amount of any long-service leave taken by that person.
- 6.11.3 Resigning leave shall be calculated on a pro rata basis according to the employee's record of service.

6.12 Professional Development Leave

- 6.12.1 Permanent Allied Staff will be allocated up to ten days professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to:
 - a) (i) the staff member submitting a proposed programme of development activities which accounts for the time requested;
 - (ii) the employer approving the proposed programme. Approval will not be unreasonably withheld;
 - (ii) reasonable notice being given of proposed activities and the timing of programmes being negotiated with due regard to the polytechnic's operational requirements.
 - b) Provided that the requirements of sub clause a) (iii) of this clause are met the following activities may be approved as part of a programme:
 - (i) Attending staff development or training programmes sponsored or run by the polytechnic;
 - (ii) Attending work related conferences;
 - (iii) Undertaking work-related study.
 - c) If in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, professional development will not be granted.
 - d) Employees will be eligible to receive a financial subsidy as determined by the CEO from time to time [\$500 per FTE staff member in 2001][pro rata for part time permanent staff and those with short service] for reimbursement of actual and reasonable expenses for approved professional development activities.

PART 7 – ALLOWANCES AND EXPENSES

7.1 Travelling Allowance

An employee will be reimbursed for actual and reasonable costs involved when travelling on the Polytechnic's behalf.

7.2 Meal Allowance

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought shall be paid the meal allowance rate of \$14.28 increasing to \$14.50 with effect from 1st April 2021.

7.3 Cashiers Allowance

An employee who has been designated as responsible for the Balancing, reconciliation and or banking of till transactions shall be entitled to a Cashiers Responsibility Allowance of \$109.81 increasing to \$111.46 with effect from 1st April 2021. This allowance will not be

payable where responsibility for cash transactions has been clearly accounted for in any job evaluation process.

7.4 Tool Allowance

An employee who has enough privately owned tools to carry out all aspects of his/her work efficiently and uses them for more than half of his/her working time shall be reimbursed, annually, 10% of the replacement cost of such tools with a maximum of \$109.81 increasing to \$111.46 with effect from 1st April 2021.

7.5 Motor Vehicle Allowance

A motor vehicle allowance or equivalent fares may be paid to an employee requested by the employer to use their own vehicle in connection with official business. The allowance shall be paid at 65 cents per km for each qualifying kilometre up to 1600 kms per calendar year and 47 cents per qualifying kilometre after 1600 kms.

7.6 First Aid Allowance

Employees who hold a current first aid certificate and who are designated as a first aid attendant by the employer and who are designated Health and Safety Representatives shall be entitled to receive an annual 1st Aid allowance of \$109.81 increasing to \$111.46 with effect from 1st April 2021.

7.7 Special Allowance

The employer may grant an allowance to an employee performing special duties.

7.8 Higher Duties Allowance

The following conditions shall apply to all Occupational Classes:

7.8.1 Where the employer deems an employee to be substantially performing the duties and carrying out the responsibilities of a higher graded position, the employee shall be granted a higher duties allowance to the equivalent of the difference between the employee's current salary and the salary which would be received if the employee were appointed to the higher graded position.

7.8.2 To qualify for payment of a higher duties allowance an employee must perform the duties for five consecutive working days.

7.8.3 An abated rate of allowance shall be paid where the employer deems that less than full duties and responsibilities of the higher position are performed.

7.9 Tea Provision

The employer will be responsible for the cost of providing tea, coffee, milk and sugar for morning, midday and afternoon and evening tea breaks.

7.10 Health & Fitness

Permanent employees and employees on fixed term agreements exceeding one year's duration shall on production of receipts be reimbursed costs for participating in health and fitness related activities (which fall within the eligibility guidelines agreed by the parties from time to time) to a maximum of \$150.00 per annum.

7.11 Protective Clothing

~~All employees where required shall be provided with personal protective clothing and equipment in accordance with Clause 10 (2) (b) of the Health and Safety in employment Act. In the case of approved safety footwear the employer may reimburse actual and reasonable costs to the employee.~~

7.12 Laundering of Protective Clothing

~~Protective clothing, which an employee is required to wear in the course of work, may be laundered, where deemed by the employer to be appropriate, at the employer's expense.~~

7.13 Removal Expenses

Where an employee is transferred to meet the convenience of the employer they shall be paid removal and transfer expenses, including those of any dependent family. Removal expenses may be paid in circumstances other than those outlined above at the discretion of the employer.

7.14 VDU Operators Allowance

- (a) A VDU Operator is defined as a staff member who uses a Visual Display Unit for 50% or more of their working time or for continuous periods of two hours or greater per working day.
- (b) VDU Operators should have their eyes tested prior to or soon after commencing employment and thereafter every two years.
- (c) On production of the receipt the Employer will reimburse costs up to a maximum of \$200 for corrective lenses for a VDU operator provided that the need for corrective lenses for VDU operation has been endorsed by an optometrist and a copy is provided for the visual examination form prescribed by the NZ Optometrist Association.

PART 8 – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

8.1 Disputes & Personal Grievance Procedure

~~Employment relationship problems including personal grievances (i.e. claims of unjustified dismissal, unjustified disadvantage, discrimination, sexual or racial harassment or duress in relation to membership of a union or employees organisations), disputes about interpretation, application or operation of an employment agreement, and any other problem arising out of the employment relationship between an employee and the employer not being a problem relating to the fixing of the new terms and conditions of employment.~~

~~An employee who believes s/he has an employment relationship problem should, with the assistance of TIASA if s/he chooses, raise the problem with his or her manager or Human Resources.~~

~~Both the employer and the employee should try to resolve the matter in an interest based manner as soon as possible.~~

~~An employee who believes that s/he has a personal grievance must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the latter. A written submission is strongly recommended.~~

~~The employer will attempt to solve the matter through discussion of the facts so that any assumptions or misunderstandings can be resolved.~~

~~This can be done either directly or through our representatives. The employee is encouraged to have a TIASA representative, friend, relative or colleague with them during the discussion.~~

~~If resolution is not achieved through discussion, either the employee or the employer or both parties jointly, may apply for mediation assistance from the Department of Labour.~~

~~If resolution is not achieved through mediation, the employee may apply to the Employment Relations Authority for investigation and determination.~~

~~In certain circumstances, the decision of the Employment Relations Authority may be appealed by the employee or the employer to the Employment Court.~~

PART 9 - REVIEWS AND ORGANISATIONAL CHANGE/SURPLUS STAFFING

9.1 Intent

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this agreement. These provisions apply to employees who for all intents and purposes have an on-going expectation of employment.

9.2 Consultation

Prior to any review commencing that impacts on positions that fall within the coverage clause of this Agreement, the Chief Executive or nominee, will notify the National Secretary of TIASA of the intention to commence a review and will liaise with TIASA to establish a time frame for the consultation process.

The Employer will, wherever possible, ensure that any potential group/section of affected staff is clearly identified.

The Employer will identify the reason for the review and this will be communicated in writing to the TIASA Chief Executive, the local TIASA Branch Chairperson and any TIASA members likely to be affected. Such notification may occur at the time of initial notification in paragraph one above.

The Branch Chairperson and the TIASA Chief Executive will be provided with all the information that for the purpose of this clause will assist in determining the need for any organisational change and/or whether there are potential surpluses of staff.

9.3 Definition

Where the employer requires a reduction in the number of employees or employees can no longer be employed in their current position, at their current grade (i.e. the terms of appointment to their present position), then the options in clause 9.5 below shall apply.

9.4 Notification

Where a surplus staffing situation arises the employer shall advise the national Secretary of TIASA, the Chairperson of the local branch of the Association and the staff affected not less than two months prior to the date by which the surplus staff are to be discharged. This date may be varied by agreement between the parties. At that time the Chief Executive Officer will provide the Association with the following details:

- the location(s) of the surplus staff
- the number of surplus staff
- the date by which the surplus needs to be discharged
- the salary grade and step, names and ages of the affected staff

On request TIASA will be supplied with additional information wherever available.

9.5 Options

The following are the options to be applied in staff surplus situations:

- attrition
- redeployment
- enhanced early retirement
- retraining
- severance

The aim will be to minimise the use of severance. Where the other options are inappropriate, to discharge the surplus the option of severance will be made available.

Employees who are offered a position within the institute which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

9.5.1 Attrition

Attrition means that as employees leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

9.5.2 Redeployment

Employees may be redeployed to a new job at the same or lower salary within the institute. The following conditions will apply:

Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of employment. The salary will be preserved as an on-going allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

9.5.3 Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid by the employer, shall not exceed 110% of the value of the severance payment the employee shall be entitled to. The parties agree that retraining is a worthwhile and efficient option, and should not be unreasonably withheld.

9.5.4 Enhanced Early Retirement

This option provides for an employee to be paid the money available under the severance option which may, if the employee so desires, be used to make up the actual super annuity payable. Employees are eligible if they are 50 years of age or more and have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

Enhanced Early Retirement may be made available at the discretion of the employer at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

The total amount paid to employees under this provision shall not exceed the total salary (as defined in 9.5.5 below) the employee would have received between their actual retirement and reaching the age of 65 years.

9.5.5 Severance

For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.

Service for the purpose of this sub clause means continuous service in the employment of any New Zealand polytechnic, technical institute, community college or technical correspondence institute, and with one or more of the following services:

- a) Education Service
- b) Public Service
- c) Post Office
- d) Railways corporation prior to December 1987
- e) Legislative Departments
- f) Law Drafting Office
- g) New Zealand Police
- h) New Zealand Armed Forces
- i) Health Service
- j) Service with any University Council in New Zealand

Provided that, for employees appointed to Northland Polytechnic after 1st April 1988, only continuous service with any New Zealand polytechnic, technical institute, community college or technical correspondence institute shall be included.

Such service excludes any service with any of the above services or with any council which has been taken into account for the purposes of calculating any entitlement to a redundancy / severance / early retirement or similar payment from any of the above services or from any council.

'Continuous Service' includes all periods of paid leave and would not be broken by, but would not include all periods of maternity / parental leave, all other approved leave without pay and all breaks of not more than three months between periods of employment within the technical institute service, or one month with other services approved under 9.5.5 above.

Payment will be made in accordance with the following:

- (a) 16 per cent of salary, or the appropriate portion of this amount, for the preceding 12 months will be payable in lieu of any notice not worked regardless of length of service; and. Twelve per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (b) Four per cent of salary for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (c) Where the period of total aggregated is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

Outstanding Annual Leave and Long Service Leave shall be separately cashed up.

9.5.6 Rights of Employees Declared Surplus

a) Time Off to Attend Interviews

The Chief Executive Officer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the institute being met.

b) Statement of Service

The Chief Executive Officer shall supply to all redundant employees a statement of service.

c) Counselling

Counselling for affected employees and family may be made available as necessary.

d) Employees on Leave

An employee who is declared surplus and who is on maternity leave, absence due to extended illness and / or accident compensation, approved special leave without pay or secondment shall be entitled to the surplus staffing provisions of this agreement.

e) Dispute Procedure

In the event of a dispute arising regarding this agreement the normal dispute of rights procedure contained in Part 8 of the Northland Polytechnic Allied Staff Collective Employment Agreement.

9.6 **Sale, Transferor Contracting Out**

The employer recognises the serious consequences that the loss or change of employment can have on individual employees and seeks to minimise those consequences. In the event of the sale, merger, transfer, contracting out or outsourcing of all or part of the business the employer will make every endeavour to ensure that employees are offered on-going employment on no less favourable terms and conditions of employment.

Where the employee's employment is being terminated by the employer by reason of staff surplus, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in a position that is directly comparable to their existing position, on no less favourable terms and conditions of employment, and treating the employee's service as continuous, or in a capacity that the employee is willing to accept.

PART 10 – UNION MATTERS

10.1 Stop Work Meetings

~~Subject to 10.1.1, 10.1.2, 10.1.3 and 10.1.5 the employer shall allow every employee covered by this Agreement who has nominated TIASA as their bargaining agent to attend on ordinary pay up to 4 hours of stop work meetings with TIASA in each year. Time agreed for any such meetings shall not be less than 1 hour or more than 2 hours on any occasion.~~

~~10.1.1 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which 10.1 applies.~~

~~10.1.2 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.~~

~~10.1.3 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.~~

~~10.1.4 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.~~

~~10.1.5 Whether or not a meeting to ratify any future collective should be included in the above time allowance shall be a matter agreed within the terms of settlement for any such collective.~~

10.2 Union Fee Deductions

~~10.2.1 The manner of deduction and the remittance of subscriptions shall be determined by agreement with the national secretary of the union.~~

~~10.2.2 The employer, when requested in writing by the union, shall, within one month of receipt of such request, supply to the union a list of all employees covered by this agreement.~~

~~10.2.3 Such requests shall not be made to the employer at intervals of less than six months.~~

10.3 Right of Access

~~Subject to the Employment Relations Act 2000, the secretary or other authorised officer of TIASA, shall with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the union, or enforcing this Agreement, including access to wages, holiday and time records, provided this does not interfere with class programmes/session times.~~

10.4 TIASA National Executive Meetings

~~Where a TIASA member is elected to the TIASA National Executive TIASA will annually request from the employer up to 4 days special leave for the member to attend the National Executive meetings planned for the forthcoming year. Where an emergency meeting of the National Executive is required then TIASA will request leave from the employer no less than 14 days prior to the meeting being held.~~

This Agreement was signed by the parties as follows:



Wayne Jackson
Chief Executive

Northland Polytechnic Ltd As the Employer
Dated: 7th May 2020



Peter L Joseph
Chief Executive

TIASA
As The Union
Dated: 7th May 2020

SCHEDULE A: SALARY SCALE

In accordance with the terms of settlement the following salary scale shall be implemented with effect from 1st April 2020:

Grade	Step	1 st April 2020	1 st April 2021
A	7	\$105,103	\$106,680
	6	\$102,655	\$104,195
	5	\$100,207	\$101,710
	4	\$97,759	\$99,225
	3	\$95,311	\$96,740
	2	\$92,863	\$94,256
	1	\$90,414	\$91,770
B	7	\$91,510	\$92,882
	6	\$89,386	\$90,727
	5	\$87,262	\$88,571
	4	\$85,137	\$86,414
	3	\$83,012	\$84,258
	2	\$80,888	\$82,101
	1	\$78,763	\$79,945
C	7	\$79,958	\$81,158
	6	\$78,109	\$79,281
	5	\$76,260	\$77,403
	4	\$74,411	\$75,527
	3	\$72,560	\$73,649
	2	\$70,712	\$71,773
	1	\$68,862	\$69,895
D	7	\$69,583	\$70,627
	6	\$67,980	\$69,000
	5	\$66,378	\$67,374
	4	\$64,775	\$65,747
	3	\$63,173	\$64,121
	2	\$61,571	\$62,495
	1	\$59,968	\$60,868
E	7	\$60,616	\$61,525
	6	\$59,227	\$60,115
	5	\$57,838	\$58,705
	4	\$56,449	\$57,296
	3	\$55,060	\$55,886
	2	\$53,672	\$54,477
	1	\$52,283	\$53,067
F	7	\$53,967	\$54,777
	6	\$52,737	\$53,528
	5	\$51,506	\$52,279
	4	\$50,276	\$51,030
	3	\$49,046	\$49,781
	2	\$47,814	\$48,532
	1	\$46,584	\$47,283
G	7	\$47,796	\$48,513
	6	\$46,712	\$47,413
	5	\$45,629	\$46,313
	4	\$44,545	\$45,214
	3	\$43,461	\$44,113
	2	\$42,377	\$43,013
	1	\$41,294	\$41,913
H	7	\$42,684	\$43,324
	6	\$41,723	\$42,348
	5	\$40,759	\$41,371
	4	\$39,798	\$40,395
	3	\$38,837	\$39,419
	2	\$37,874	\$38,442
	1	\$36,913	\$37,466
I	7	\$40,185	\$40,787
	6	\$39,283	\$39,872
	5	\$38,380	\$38,956
	4	\$37,478	\$38,040
	1		

SCHEDULE B: RETIREMENT AND RESIGNING LEAVE ENTITLEMENTS

1. RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 to 25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131

2. ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service			
	0	3	6	9
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	74	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	104
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122

3. RESIGNING LEAVE

Years of Service	Leave in Working Days	Years of Working Service	Leave in Days
20	32	30	46
20½	33	30½	47
21	34	31	48
21½	34	31½	49
22	35	32	49
22½	36	32½	50
23	36	33	51
23½	37	33½	51
24	38	34	52
24½	39	34½	53
25	39	35	54
25½	40	35½	54
26	41	36	55
26½	41	36½	56
27	42	37	56
27½	43	37½	57
28	44	38	58
28½	44	38½	59
29	45	39	59
29½	46	39½	60

SCHEDULE C: PROTECTED SEVERANCE CONDITIONS

The following severance clause will continue to apply to the listed members below of TIASA while they continue employment under the terms and conditions of this and any subsequent Collective Employment Agreement between TIASA & NorthTec **and** remain a member of TIASA.. This provision will cease should the employee resign from NorthTec and/or TIASA or in the event that an Individual Employment Agreement is entered into

Protected clause (9.5.5) Payment will be made in accordance with the following:

- i. Sixteen per cent of salary for the preceding twelve months subject to finishing on an agreed date. This payment is regardless of length of service
- ii. Twelve per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- iii. Four per cent of salary for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- iv. Where the period of total aggregated is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

Christian Name	Surname
Terry Michael William	Blyth
Sarah	Bray
Stella Jane	Campbell
Jo	Cullen
Louie	Elliott
Graham	Forrest
Linda	Garner
Mia Sue	Gillespie-Taylor
Valerie	Green-Moss
Norma	Hall
Janice Pauline	Hansen-Jackson
Anna	Harding
Diana	Heywood
Carol	McClintock
Gareth Brian	Morgan
Diane	Smith
Rachael	Tane
Judith Anne (Judy)	Thompson
Elsie	Waymouth
Georgie Leola Tiritā	Whittaker

MEMORANDA OF UNDERSTANDING

The attached memoranda of Understanding have been agreed and signed by the parties. As part of the 2008 negotiations they are appended this and future collectives for information only and do not form part of the collective.

The signed originals are held by both parties.

Memorandum of Understanding between

The Chief Executive
TIASA

And

The Chief Executive
North Tec

Pass-on

- ~~1. This is an agreement under s 59B(5) of the Employment Relations Act 2000 between TIASA and North Tec ("the employer").~~
- ~~2. TIASA agrees that the employer may pass on to any of its allied staff employed on the expired TIASA Collective as an individual employment agreement any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:
 - ~~2.1. A period of at least four months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any employee covered by an individual employment agreement;~~
 - ~~2.2. In the case of any such term which provides for an increase in salary, allowances, or any other aspect of an employee's remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement;~~
 - ~~2.3. There has been prior consultation with TIASA before any pass on is offered pursuant to clause 2.1 to allied staff members on individual employment agreements save that no such consultation shall be required in the case of new employees.~~~~
- ~~3. Where any such identified person joins TIASA after the date of settlement of the new collective the collective benefits shall only apply from the date of joining the union~~
- ~~4. The employer will, on request made at any time up to six months after the conclusion of the collective bargaining, provide sufficient details in writing to enable TIASA to verify whether there has been compliance with this agreement.~~
- ~~5. The parties acknowledge that any breach of clauses 2 or 3 of this agreement will, prima facie, be a breach of the duty of good faith in s 4 of the Employment Relations Act 2000.~~
- ~~6. For the purposes of the agreement, "terms of employment" include any terms reached in bargaining for the new collective agreement, with the exception of any term that is required by law (such as, for instance, an employee protection provision) and "reached" has the same meaning as in s 59A of the Act.~~
- ~~7. Nothing in the foregoing agreement will prevent TIASA and the employer from agreeing that any specified provision(s) of the new collective agreement will supersede this agreement.~~

Signed

Terry Barnett
Chief Executive

Peter L Joseph
Chief Executive

MEMORANDUM OF UNDERSTANDING

Basis of Ratification

Northland Polytechnic and TIASA agree that, for purposes of agreement by the Chief Executive of Northland Polytechnic, and for ratification by TIASA and its members, all agreements reached in any future negotiations will be reduced to writing in an updated version of the full agreement before being presented for agreement and/or ratification.

The negotiating teams representing both parties will agree on who will carry out the revision of the agreement, provided that both negotiating teams will confirm the amendments as being a true and accurate reflection of the items agreed during the course of the negotiations.

It is further agreed between the parties that this process form part of any good faith provisions agreed by the parties for any future agreement renewal round.

Signed on behalf of TIASA
Peter Joseph
Chief Executive

Date

Signed on behalf of Northland Polytechnic
Terry Barnett
Chief Executive

Date



**Te Pūkenga –NorthTec Business Unit and Tertiary Institutes Allied Staff Association Inc (TIASA)
Te Hononga**

Collective Agreement Terms of Settlement and Addendum - 17 November 2022

The following Terms of Settlement, has now been ratified by Tertiary Institutes Allied Staff Association (TIASA) Te Hononga. This document will serve as an Addendum to the Northland Polytechnic Ltd and the TIASA Staff Members Collective Employment Agreement.

Scope of Agreement

The parties have agreed that the applicable terms and conditions of employment contained in the Northland Polytechnic Ltd and the Tertiary Institutes Allied Staff Association (TIASA), Allied Staff Members Collective Employment Agreement effective 1 April 2020 and expired on 31 March 2022, shall continue unaltered, save for the following provisions:

Term of Agreement

This Agreement comes into effect on 1st November 2022 and expires on 31st December 2022.

Remuneration

Effective from 1 April 2022, all paid and printed rates will increase by 3%. See APPENDIX ONE all amended rates in the Collective Agreement.

Note:

The increases to remuneration (as below) that the parties have agreed to take effect from 1st January 2023 will be included in the new Te Pūkenga/TIASA Allied Staff Collective Employment Agreement along with a 6-month Pass-on clause, to be presented to TIASA members covered by various Te Pūkenga/TIASA Allied Staff CA's, separate to this, for ratification.

- 5% increase to all paid and printed rates for those earning up to \$75,000.00 per annum
- 4% increase to all paid and printed rates for those earning over \$75,000.00 per annum

Signed by:

Peter Joseph, Chief Executive
TIASA Te Hononga

Date 29 November 2022

Peter Winder, Acting Chief Executive
Te Pūkenga

Date 28 November 2022

APPENDIX ONE

Grade	Step	1 November 2022
A	7	\$109,880
	6	\$107,321
	5	\$104,761
	4	\$102,202
	3	\$99,643
	2	\$97,083
	1	\$94,523
B	7	\$95,669
	6	\$93,449
	5	\$91,228
	4	\$89,006
	3	\$86,785
	2	\$84,564
	1	\$82,343
C	7	\$83,592
	6	\$81,659
	5	\$79,726
	4	\$77,793
	3	\$75,858
	2	\$73,926
	1	\$71,991
D	7	\$72,746
	6	\$71,070
	5	\$69,395
	4	\$67,719
	3	\$66,044
	2	\$64,370
	1	\$62,694
E	7	\$63,371
	6	\$61,918
	5	\$60,466
	4	\$59,015
	3	\$57,562
	2	\$56,111
	1	\$54,659
F	7	\$56,420
	6	\$55,134
	5	\$53,847
	4	\$52,561
	3	\$51,275
	2	\$49,988
	1	\$48,702

G	7	\$49,968
	6	\$48,835
	5	\$47,703
	4	\$46,570
	3	\$45,436
	2	\$44,304
	1	\$43,171
H	7	\$44,624
	6	\$43,619
	5	\$42,612
	4	\$41,607
	3	
	2	
	1	
I	7	\$42,011
	6	
	5	
	4	
	3	
	2	
	1	



Te Pūkenga – North Tec and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for North Tec are published below. These rates come into effect from 01 January 2023 and represent a 5% increase for kaimahi earning up to \$75,000 and a 4% increase for kaimahi earning over \$75,000.

Grade	Step	Effective 1 January 2023
A	7	\$114,275
	6	\$111,614
	5	\$108,952
	4	\$106,290
	3	\$103,628
	2	\$100,967
	1	\$98,304
B	7	\$99,496
	6	\$97,187
	5	\$94,877
	4	\$92,567
	3	\$90,257
	2	\$87,947
	1	\$85,637
C	7	\$86,936
	6	\$84,926
	5	\$82,915
	4	\$80,904
	3	\$78,893
	2	\$77,622
	1	\$75,591
D	7	\$76,383
	6	\$74,623
	5	\$72,865
	4	\$71,105
	3	\$69,347
	2	\$67,588
	1	\$65,828
E	7	\$66,539
	6	\$65,014
	5	\$63,490
	4	\$61,966
	3	\$60,441
	2	\$58,917
	1	\$57,392
F	7	\$59,241
	6	\$57,891
	5	\$56,539
	4	\$55,189
	3	\$53,839
	2	\$52,487
	1	\$51,137
G	7	\$52,467
	6	\$51,277

	5	\$50,088
	4	\$48,899
	3	\$47,708
	2	\$46,519
	1	\$45,329
H	7	\$46,855
	6	\$45,800
	5	\$44,742
	4	\$43,688
	3	\$42,632
	2	\$41,575
	1	
I	7	\$44,112
	6	\$43,122
	5	\$42,131
	4	
	3	
	2	
	1	